

REMARKS

In the Office Action mailed February 27, 2008, the Examiner noted that claims 1, 3-11, 13-26 and 28-37 were pending and rejected claims 1, 3-11, 13-26, and 28-37. Claims 1, 6, 11, 17, 18, 26, 31, 32, 36 and 37 have been amended, claims 4, 9, 10, 14, 23-25, 29, 34 and 35 have been canceled, new claim 38 has been added; and, thus, in view of the foregoing claims 1, 3, 5-8, 11, 13, 15-22, 26, 28, 30-33, and 36-38 remain pending for reconsideration which is requested. No new matter is believed to have been added. The Examiner's rejections are respectfully traversed below.

Rejection under 35 USC § 102

The Office Action, on page 3, rejected claims 1, 3-11, 13-26 and 28-36 under 35 U.S.C. § 102(e) as being anticipated by Silverbrook et al. (U.S. Patent No. 6,959,298, hereinafter "Silverbrook").

Silverbrook is directed to a system that relates to accessing travel services via interface surfaces printed with information and coded data (see Silverbrook, col. 1, lines 6-17 and Abstract).

Claim 1, however, is directed to "an automated contract engaging apparatus on which a group of customer ... engages [in] a single collective contract or a plurality of individual contracts with a second party".

Particularly, claim 1 has been amended to recite the feature of

a family name button operable to be selected when a family name of the remaining customers is a same as that of the representative customer,
wherein said input assisting section assists in inputting a family name of the representative customer, as the personal data of the remaining customers, upon selection of said family name button

(claim 1, lines 18-22), which is supported by at least one of the embodiments of the invention on page 20, line 20 to page 21, line 14 and page 23, line 27 to page 24, line 9 of the application.

It is submitted that Silverbrook does not teach or suggest at least the above-mentioned feature recited in claim 1.

Rather, according to Silverbrook, a customer can purchase travel insurance through the travel service application (see Silverbrook, col. 47, lines 62-63). Particularly, Silverbrook describes that each policy covers one or more travelers (see Silverbrook, col. 48, line 1). However, claim 1 requires "a family name button ... selected when the family name of the remaining customers is the same as that of the representative customer".

Silverbrook does not teach or suggest at least the above-quoted feature recited in claim 1 because Silverbrook is merely concerned with a customer purchasing travel insurance that can cover more than one traveler, rather than selecting a family name button "when the family name of the remaining customers is the same as that of the representative customer.

Further, "upon selection of said family name button" as recited in claim 1, "the family name of the representative customer" is inputted "as the personal data of the remaining customers". Silverbrook cannot teach or suggest such a feature because col. 50, lines 44-60 of Silverbrook describes that a customer who purchases travel insurance must enter the first and last names of each of the travelers that are to be covered under the policy, whereas in claim 1 upon selection of said family name button "the family name of the representative [is inputted] as the personal data of the remaining customers". As a result, Silverbrook requires the customer to enter data for each individual rather reducing the time to enter into a contract by selecting the "family name button" as in claim 1.

Therefore, instead of reducing the time required to engage in a contract by "inputting the family name of the representative customer, as the personal data of the remaining customers, *upon selection of said family name button*" as required by claim 1, Silverbrook requires the customer to enter the remaining customers first and last name as well as other information thereby increasing the time to purchase travel insurance (see Silverbrook, col. 50, lines 44-60 and Fig. 81).

Thus, in view of the foregoing, it is submitted that claim 1 is patentable over Silverbrook.

Claim 11, as amended, recites "selecting a family name button when a family name of the remaining customers is a same as that of the representative customer, wherein the inputting a family name of the representative customer, as the personal data of the remaining customers, upon selection of the family name button". Therefore, it is submitted that claim 11 is patentable over Silverbrook for reasons similar to those discussed above with respect to claim 1.

Claim 26, as amended, recites "a family name button operable to be selected when a family name of the remaining customers is a same as that of the representative customer, wherein said input assisting section assists in inputting a family name of the representative customer, as the personal data of the remaining customers, upon selection of said family name button". Therefore, it is submitted that claim 26 is patentable over Silverbrook for reasons similar to those discussed above with respect to claim 1.

Claim 36, as amended, recites "selecting a family name button when a family name of the remaining customer of the group is a same as that of the first customer and inputting the

family name of the first customer as personal data of the remaining customers upon selection of the family name button". Therefore, it is submitted that claim 36 is patentable over Silverbrook for reasons similar to those discussed above with respect to claim 1.

Further, the dependent claims are also patentable over Silverbrook for at least the same reasons as their respective base claims, from which they depend.

The Office Action, on page 4, rejected claim 37 under 35 U.S.C. § 102(b) as being anticipated by Mitcham et al. (U.S. Patent No. 5,537,315, hereinafter "Mitcham").

Mitcham is directed to a system that issues insurance from a kiosk (see Mitcham, Abstract). Particularly, Mitcham is directed to a system that creates a signed document by receiving a signature in response to a user touching a touch screen utilizing a pointing device and automatically associating the signature with a specified document (see Mitcham, col. 1, lines 11-17).

However, claim 37 is directed to a "method of engaging a group of customers ... in a single collective contract or a plurality of individual contracts with another party".

Particularly, claim 37 has been amended to recite "selecting a button when a family name of the remaining customers of the group is a same as that of the first customer and inputting the family name of the first customer as personal data of the remaining customers upon selection of the button", which is supported by at least one of the embodiments of the invention on page 20, line 20 to page 21, line 14 and page 23, line 27 to page 24, line 9 of the application.

It is submitted that Mitcham does not teach or suggest at least the above-quoted features recited in claim 37.

Rather, Figures 3A to 3G describe the automatic creation of a binding insurance agreement. Specifically, col. 5, lines 9-43 of Mitcham describes a customer entering the information related to **each** individual to be covered by the insurance policy. However, in claim 37 "the family name of the first customer" is inputted "as personal data of the remaining customers upon selection of a family name button" where "[the] button" is selected "when a family name of the remaining customers of the group is [the] same as that of the first customer".

The above quoted features are not taught or suggested by Mitcham because Mitcham requires that each customer's first and last name be inputted by the representative, rather than automatically "inputting the family name of the first customer as personal data of the remaining customers upon selection of the button" when the family name of the remaining customers of the group is the same as that of the first customer, as required by claim 37. Therefore, instead of

reducing the time to engage into a contract, Mitcham increases the time to engage in a contract with an insurance provider. As a result, Mitcham teaches away from claim 37.

Therefore, in light of the above, it is submitted that claim 37 is patentable over Mitcham.

Accordingly, withdrawal of the rejections is respectfully requested.

New Claim

New claim 38 has been added to recites:

inputting personal data of a first customer of a group as first registration information and at least a first name of each remaining customer of the group as second registration information;

selecting a family name button to input the personal data of the remaining customers, which is common to the personal data of the first customer, as part of the second registration information; and

processing and executing a single collective contract or individual contracts with respect to the first customer and the remaining customers based on the first registration data and the second registration data, respectively

(claim 38, lines 2-9), which is supported by at least one embodiment of the invention at page 20, line 20 to page 21, line 14.

It is submitted that the above-mentioned features are not taught or suggested by the cited art. Particularly, it is submitted that neither references, taken alone or in combination, teach or suggest at least the feature of "selecting a family name button to input the personal data of the remaining customers, which is common to the personal data of the first customer, as part of the second registration information" as recited in claim 38. Therefore, it is submitted that claim 38 is patentable over the references.

Summary

Applicants submit that the claim amendments presented in this Amendment under 37 C.F.R. §1.116 are intended merely to overcome the rejections under 35 U.S.C. § 102(e) and § 102(b) and to further clarify the patentable features of the claimed invention. This Amendment was not earlier presented because Applicants believed that the prior Amendment placed the subject application in condition for allowance. Accordingly, entry of the instant Amendment, as an earnest attempt to advance prosecution and to reduce the number of issues, is requested under 37 C.F.R. §1.116.

There being no further outstanding objections or rejections, it is submitted that the present application is in condition for allowance. An early action to that effect is courteously solicited.

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Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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